

# Release and Waiver of Liability

## Assumption of Risk and Indemnity Agreement



HANOVERIAN HORSE  
SOCIETY OF AUSTRALIA

Note: Section 74 of the Trade Practices Act (“the Act”) implies a warranty of due care and skills into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to that warranty, if applicable and in consideration of being permitted to compete, officiate, observe, work for, or participate in any way in the event(s), each of the undersigned, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he/she further agrees and warrants that, if at any time, he/she feels anything to be unsafe, he/she will immediately advise the officials of such and refuse to participate further in the **event(s)**.
2. **Hereby releases, waives, discharges and covenants not to sue** the club/coach, participants, HHSA or any subdivision thereof, officials, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the **event(s)**, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or **event(s)** and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as “Releasees”, **from all liability, to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event(s), whether caused by the negligence or the releasees or otherwise.**
3. **Hereby agrees to indemnify and save and hold harmless** the Releasees and each of them **from any loss, liability, damage or cost** they may incur arising out of or related to the **event(s) whether caused by the negligence of the releasees or otherwise.**
4. **Hereby assumes full responsibility for any risk of bodily injury, death or property damage** arising out of or related to the **event(s)** whether caused by the **negligence of the releasees** or otherwise.
5. **Hereby** acknowledges that **the activities the event(s) are very dangerous** and involve the risk of serious injury and/or death and/or property damage. Each of the **undersigned** also expressly acknowledges that **injuries may be compounded or increased by negligent rescue/medical operations or procedures of the releasees.**
6. Hereby agrees that the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, **including negligent rescue operations** and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the **event(s)** is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. By signing hereunder I confirm having read and understood the contents of this disclaimer.**

Authorisation

Signature

Date

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